

## REMARKS

Claims 1-2, 5-17, 20-26 and 29-35 remain pending in the present application.

### Rejection under 103(a)

#### Claims 1-2, 5-17, 20-26 and 29-35

In the Office Action, the Examiner rejected Claims 1-2, 5-17, 20-26 and 29-35 under 35 USC 103(a) as being unpatentable over Huang et al. (6151582) in view of Cheng et al. (6006192). Applicants have reviewed the cited reference and respectfully submit that the present invention is not rendered obvious over Huang et al. for the following rationale.

Applicants respectfully submit that currently amended Claim 1 (Claims 12 and 25 include similar features) includes the feature "defining an optimal end of product life integrated action plan for procurement, manufacturing, and marketing comprising:

- a) accessing end of product life materials planning parameters;
- b) accessing end of product life pricing parameters; and
- c) evaluating said end of product life materials planning parameters and said end of product life pricing parameters in conjunction to define said integrated action plan, wherein said integrated action plan is an end of product life integrated action plan." Support for the Claimed feature can be found throughout the Specification including page 8 lines 1-31.

Applicants have reviewed Huang et al. and agree with the Examiner that Huang et al. fails to explicitly teach a system that accounts for end of product life situations.

However, Applicants disagree with the Examiner that Huang teaches or renders obvious the Claimed features pertaining to an end of product life integrated action plan.

The Examiner has stated, on page 4 of the present Final Office Action, that the Huang system teaches allowing a user to control the inventory levels of finished products by setting inventory parameters. The parameters can be set to a maximum or minimum inventory level. The Examiner further states that for a discontinued product, a user would set the finished product inventory levels to a minimum. (emphasis added).

In contrast, Applicants respectfully submit that Claims 1, 12 and 25 utilize end of life material planning parameters in conjunction with end of product life pricing parameters to define the integrated action plan. That is, as clearly described in the specification, the materials planning is only one portion of the overall end of life integrated action plan. Applicants respectfully submit that the teachings of Huang et al. as provided by the Examiner and understood by the Applicants, teaches away from the claimed feature of an integrate end of product life action plan including both end of product life materials planning parameters and end of product life pricing parameters. (emphasis added)

Moreover, Applicants understand Huang to teach at the end of a selling season if a product needs to be phased out, the system will not generate any further replenishment quantities for the product unless the user decide to overwrite the suggested (zero) quantities for a special reason. That is, Applicants understand Huang et al. to teach away from an end of integrate end of product life action plan including both end of product life materials planning parameters and end of product life pricing parameters and instead teach basic .

For this reason, Applicants respectfully state that Claims 1, 12 and 25 are not taught or rendered obvious in view of Huang et al.

Furthermore, Applicants respectfully submit that Claims 1, 12 and 25 include the feature “end of product life materials planning parameters.” Support for the Claimed feature can be found throughout the Specification including page 7 lines 14-31.

The Examiner has stated that the Huang system, teaches allowing a user to control the inventory levels of finished products by setting inventory parameters. The parameters can be set to a maximum or minimum inventory level. For a discontinued product, a user would set the finished product inventory levels to a minimum. (emphasis added).

In contrast, the present invention clearly claims evaluating the end of product life materials planning parameters and the end of product life pricing parameters in conjunction to define said integrated action plan. That is, materials are only one portion of the integrated end of life integrated action plan.

For this additional reason, Applicants respectfully state that Claims 1, 12 and 25 are not taught or rendered obvious in view of Huang et al.

Applicants have reviewed Cheng et al. and respectfully submit that Cheng et al. do not overcome the shortcomings of Huang et al. regarding the claimed feature “accessing end of product life materials planning parameters; accessing end of product life pricing parameters; and evaluating said end of product life materials planning parameters and said end of product life pricing parameters in conjunction to define said integrated action plan, wherein said integrated action plan is an end of product life integrated action plan.”

The Examiner has cited column 3 lines 20-53 of Cheng et al. as support for an end of life plan. However, Applicants understand Cheng et al. to teach a method for producing planning in an uncertain demand environment.

Furthermore, Applicants understand Cheng et al. to teach a methodology that focuses on individual and particular demand scenarios. (Emphasis added)

Specifically, Applicants understand Cheng et al. to teach away from end of life production materials as part of the planning process. Instead, at column 3, where the Examiner has directed, Applicants understand Chang to teach unsatisfied demand is backlogged and inventories will be carried over to the next period. At the end of the planning horizon, all left over inventories of components and end products will be salvaged. Moreover, in the description of the formulation cited by the Examiner, Applicants understand Cheng et al. to teach the production costs and the procurement costs are not included in the formulation.

For this reason, Applicants respectfully state that claimed feature “accessing end of product life materials planning parameters; accessing end of product life pricing parameters; and evaluating said end of product life materials planning parameters and said end of product life pricing parameters in conjunction to define said integrated action plan, wherein said integrated action plan is an end of product life integrated action plan,” as stated in Claims 1, 12 and 25 are not taught or rendered obvious in view of Cheng et al.

In addition, Applicants have reviewed Cheng et al. and do not understand Cheng et al. to teach or render obvious an end of life production plan that includes procurement, e.g., end of product life materials planning parameters. Instead, Applicants understand Cheng et al. to teach demand scenario evaluation based on revenue, profit and serviceability while not addressing any type of end of life procurement issues.

In contrast, Claims 1, 12 and 25 clearly feature an end of life integrated action plan for procurement, manufacturing, and marketing comprising:

- a) accessing end of product life materials planning parameters;

- b) accessing end of product life pricing parameters; and
- c) evaluating said end of product life materials planning parameters and said end of product life pricing parameters in conjunction to define said integrated action plan wherein said integrated action plan is an end of product life integrated action plan.

Thus, Applicants respectfully submit that neither Huang et al. nor Cheng et al. teach or render obvious an end of life integrated action plan including procurement, e.g., end of product life materials planning.

In addition, neither Huang et al. nor Cheng et al. teach or render obvious an integrated action plan that evaluates end of product life materials planning parameters and end of product life pricing parameters in conjunction to define an end of life integrated action plan.

For this reason, Applicants respectfully state that Claims 1, 12 and 25 are not taught or rendered obvious in view of Huang et al. in view of Cheng et al. As such, Applicants respectfully submit that Claims 1, 12 and 25 overcome the rejection under 35 U.S.C. §103 (a) and that Claims 1, 12 and 25 are allowable.

With respect to Claims 2 and 5-11, Applicants respectfully state that Claims 2 and 5-11 depend from the allowable Independent Claim 1 and recite further features of the present claimed invention. With respect to Claims 12-17 and 20-24, Applicants respectfully point out that Claims 12-17 and 20-24 depend from the allowable Independent Claim 12 and recite further features of the present claimed invention. With respect to Claims 26 and 29-35, Applicants respectfully point out that Claims 26 and 29-35 depend from the allowable Independent Claim 25 and recite further features of the present claimed invention. Therefore, Applicants respectfully state that Claims 2, 5-11, 13-17, 20-24, 26 and 29-35 are allowable as pending from allowable base Claims.

## CONCLUSION

Based on the arguments presented above, Applicants respectfully assert that Claims 1-2, 5-17, 20-26 and 29-35 overcome the rejections of record, and therefore, Applicants respectfully solicit allowance of these Claims.

The Examiner is invited to contact Applicants' undersigned representative if the Examiner believes such action would expedite resolution of the present Application.

Respectfully submitted,  
Wagner, Murabito & Hao LLP

Date: \_\_\_\_\_

8/29/05

  
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